This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining Mine Permit Number 5/047/0078 Mine Name 5 impson

Operator Date Sent Sept 2/ 201/

FROM FROM

CONFIDENTIAL BOND CLOSURE LARGE MAPS EXPANDABLE

MULTIPUL DOCUMENT TRACKING SHEET NEW APPROVED NOI

AMENDMENT OTHER AMENDMENT OTHER YEAR-Record Number Description \_NOI \_Incoming & Outgoing \_Internal \_Superceded

Notice of File Closure and Release of Reclamation Surety

2011- 09212011 \_\_NOI \_Incoming \_Outgoing p\_Internal \_Superceded Bond File \_\_NOI \_\_Incoming \_\_Outgoing \_\_Internal \_\_Superceded \* Bond File 2011- 8921204 NOI \_Incoming \_Outgoing \_Internal \_Superceded TEXT/ 81/2 X 11 MAP PAGES \_\_11 X 17 MAPS \_\_LARGE MAP COMMENTS: CC:



### State of Utah

DEPARTMENT OF NATURAL RESOURCES Division of Oil, Gas & Mining

ROBERT L. MORGAN Executive Director LOWELL P. BRAXTON Division Director

March 18, 2004

Zions First National Bank 3 West Main Vernal, Utah 84078 (435) 789-7082

APR 0 1 2004 DIV OF OIL GAS & MINING

Attention: Annette Pullin, Assistant Manager

Subject: Reclamation Surety, Certificate of Deposit for Ralph Simpson's Homer & Barts Mine Site,

S/047/078, Uintah County, Utah

Certificate of Deposit no \_\_\_\_\_; Principal Amount \$5,000.00

This letter describes the mutually agreed upon instructions of the below signed parties to Zions First National Bank ("Bank"), regarding the control, redemption, and release of Bank's above-described certificate of deposit ("CD"), which is being used as a surety to guarantee the availability of reclamation funds for the Homer & Barts mine site ("Mine Site"), Uintah County, Utah. It is the intention of the parties that the CD be utilized as surety to guarantee that \$5,000.00 in reclamation funds will be available to the State of Utah, Division of Oil, Gas & Mining ("Division") and the School and Institutional Trust Lands Administration ("SITLA") upon demand in the event that the operator of the Mine Site are unable or unwilling to complete reclamation of the mine site in compliance with applicable state law and regulations.

#### Ownership and Renewal:

Ownership of the CD is retained by Ralph Simpson, an individual, ("Owner"), but it is held by Bank for the benefit of the State of Utah, Division of Oil, Gas & Mining, and SITLA and is subject to the terms and conditions described in this agreement. The CD shall automatically renew indefinitely until either redeemed or released by both the Director of the Division and the authorized officer of SITLA.



#### Redemption:

The CD may only be redeemed (i.e., called on demand), pursuant to the written instruction or demand of both the Director of the Utah Division of Oil, Gas & Mining, and the authorized officer of SITLA to the Bank. Upon the instruction and demand of both the Director, and the authorized officer of SITLA, the full initial amount of the CD shall be transferred to the State of Utah, Division of Oil, Gas and Mining. Owner agrees and irrevocably instructs Bank that neither the Owner, nor any other person claiming an ownership interest in the CD which is derived from the Owner, shall have the authority to prevent the Bank from carrying out the Director's instruction to redeem the CD. Upon redemption, any accrued interest in excess of the initial amount of the CD shall be transferred to Owners control, or if Owner does not instruct the Bank, the accrued interest shall be reinvested in the CD. If a signature card is prepared, it shall be drafted consistent with the requirement that only both the Director of the Division, and the authorized officer of SITLA may redeem the CD.

#### Release:

The bank shall release the CD only upon the written instruction of both the Director of the Division, and the authorized officer of SITLA to the Bank. Upon release, the terms and conditions of this agreement are no longer in effect, and the unconditioned control of the CD shall be returned to the Owner, or their legal successors-in-interest.

#### Accrued Interest:

Prior to release or redemption, all interest which accrues by the CD shall be 1) dispersed quarterly to the Owner as the Owner may instruct the Bank, or 2) shall be reinvested in the CD until such time the Owner may instruct the Bank where to transfer such interest. In no event shall the Bank transfer any amount from the CD which would cause the redemption amount of the CD to be less than the initial amount, \$5,000.00. All tax liabilities for accrued interest shall remain the sole responsibility of the Owner.

Bank will not be held liable for any dispute between the parties.

#### Agreed Upon By:

#### Utah Division of Oil, Gas & Mining

By: Jowell P Braylon
Lowell P. Braxton, Director

Date: 4/8/04

#### School and Institutional Trust Lands Administration

By: signature gut required.

Kevin Carter, Director

Date: \\_/a

#### Ralph Simpson

Ralph Simpson, Owner/Operator SS Number: 528-68-5233

Date: March 31, 2004

Zions First National Bank

Annette Pullin, Assistant Manger

Date: 3 31 04

O:\M047-Uintah\S0470078-Simpson\final\cdcover-joint-03182004.doc

ZI	10	DI	R	AN	JK	®
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#### TIME DEPOSIT CONFIRMATION

RALPH SIMPSON Ownership: \_

FOR THE BENEFIT OF THE STATE OF

& SCHOOL TRUSTS LANDS

Account Number:\_

Date:

03/31/2004

JAYCEE D MCCARLEY

UTAH DEPT OF OIL, GAS & MINE

HOMER & BART'S MINE, S/047/078

Purchase Amount: \$5,000.00

Term:

6

X Months Days

1.000%

Annual Percentage Yield:\_

Maturity Date: \_

09/30/2004

Interest Payment Method: 

Add to Deposit Issue Check Transfer to Account Number

X Checking/MMDA

☐ Savings

Zions Bank Representative Signature:

Non- Renewable If Checked:

This confirmation is not negotiable. This confirmation is not transferrable except on the records of the Bank. The Certificate of Deposit is issued in accordance with Zions Bank's Deposit Agreement.

THIS IS WATERMARKED PAPER - HOLD TO LIGHT TO VERIFY - DO NOT ACCEPT WITHOUT NOTING WATERMARK - DOCUMENT HAS CO

EDWARD T. ALTER, USAH STATE TREASURER
DIVISION OF FINANCE, 2110 STATE OFFICE BLDG, SALT LAKE CITY, UTAH 84114 **EDWARD T. ALTER.** 

STATE VENDORS

PAY FIVE THOUSAND DOLLARS AND 00 CENTS

OOORFD

TO THE ORDER OF

RALPH SIMPSON 1594 W NORTH TEMPLE SUITE 1210 SALT LAKE CITY UT 84116



WARRANT NUMBER F 5401021

PAYABLE ON UTAH STATE TREASURER SALT LAKE CITY, UTAH 84114 1240

VOID ONE YEAR FROM DATE

монтн	DAY	YEAR	
03	10	04	

PAY THIS AMOUNT \*\*\*\*\*5,000.00

DIVISION OF FINANCE

5/047/078

DETACH BEFORE CASHING

Gold Service Club ZIONS BANK

#### TRANSACTION RECEIPT

Deposits and payments received after regular business hours and on Saturdays will be receipted as "Next Bus Day" and credited the following business day. This transaction receipt should be retained until you have verified it with your statement. The validation hereon displays the date, location, type and amount of transaction. All items received are subject to terms and conditions furnished by Zions Bank.

Checking Deposit 1839 03/19/84

Amount

Balance Current

Awailable

15:52

\$5,000.00

n:----

\$5,100.00 \$100.00

003 308 0026

Member FDIC

99-0167 Rev 4/01

)OORFD

THE BACK OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED IN A THE DOCUMENT AT A SMALL ANGLE TO SEE THIS SECURITY FEATURE. OFFICIAL CHECK 61-840553279 0129 RALPA SIMPSON 10-86/220 Date November 124, 2003 Zions First National Bank Amount

Salt Lake City, Utah 84101

\*5.000.00\*\*\*

PAY

\*\*\*FIVE THOUSAND and 00/160\*\*\* US Dollars

To The Order Of

\*\*\*ST\_OF\_BITYDIV OF NATURAL RESOURCES\*\* Prawer: Zions First National Bank

Issued by Integrated Payment Systems Inc., Englewood, Colorado To Citibank (New York State): Buffalo, N.Y.

Authorized Signature

THE VARIABLE TONE BACKGROUND AREA OF THIS DOCUMENT CHANGES COLOR GRADUALLY AND SMOOTHLY FROM DARKER TONES AT BOTH TOP AND BOTTOM TO THE LIGHTEST TONE IN THE MIDDLE 5/047/078 Ralph Simp 55# 528-68-5233 Homer & Barts mine

FORM MR-RC Revised September 2, 2003 RECLAMATION CONTRACT

File Number <u>5/047/078</u> Effective Date Ula 18. 2003 Other Agency File Number MLA-49199-MP

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION of OIL, GAS and MINING

1594 West North Temple Suite 1210 Box 145801 Salt Lake City, Utah 84114-5801 (801) 538-5291 Fax: (801) 359-3940

#### **RECLAMATION CONTRACT**

---00000---

For the purpose of this RECLAMATION follows:	CONTRACT the terms below are defined as
"NOTICE OF INTENTION" (NOI): (File No.) (Mineral Mined)	SANOSTONE, NOTIVE ROCK
	HOMER AND BARTS SURFACE MINIER LET SOUTH ON HUY 45 +0 HONDRA FERRY RA. EAST THO MIE
"DISTURBED AREA":  (Disturbed Acres)  (Legal Description)	(refer to Attachment "A")
"OPERATOR": (Company or Name) (Address)	RAGRIJ SIMPSON 129 N 2500 W VERNAL, WHAH 84018
(Phone)	935. 789. 7718 RECEIVED  NOV. 25 2003  NOV. 0F. OH. GAS & V

"OPERATOR'S REGISTERED AGENT": Name) (Address)	N/A
(Phone)	
"OPERATOR'S OFFICER(S)":	RAGHISIMPSON - CONNER
SURETY":	alalid
(Form of Surety - Attachment B)	CAShIERS Check clouges to C
"SURETY COMPANY": (Name, Policy or Acct. No.)	za la Certificate 3 Deposit zions First Notel Bank. 0269433603
"SURETY AMOUNT": (Escalated Dollars)	\$ 5,000.00
"ESCALATION YEAR":	2004
"STATE": "DIVISION": "BOARD":	State of Utah  Division of Oil, Gas and Mining  Board of Oil, Gas and Mining
ATTACHMENTS: A "DISTURBED AREA": B "SURETY":	
This Reclamation Contract (hereinafter	referred to as "Contract") is entered into

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Simpson the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. 5/047/078 which has been approved/accepted by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved/accepted Reclamation Plan or Notice, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

- 1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the approved/accepted Notice of Intention and Reclamation Plan or Notice received Notice of Intention and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
- 2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
- 3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
- 4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

- 7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
- 8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
- 9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
- 10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
- 11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
- 12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
- 13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
- 14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

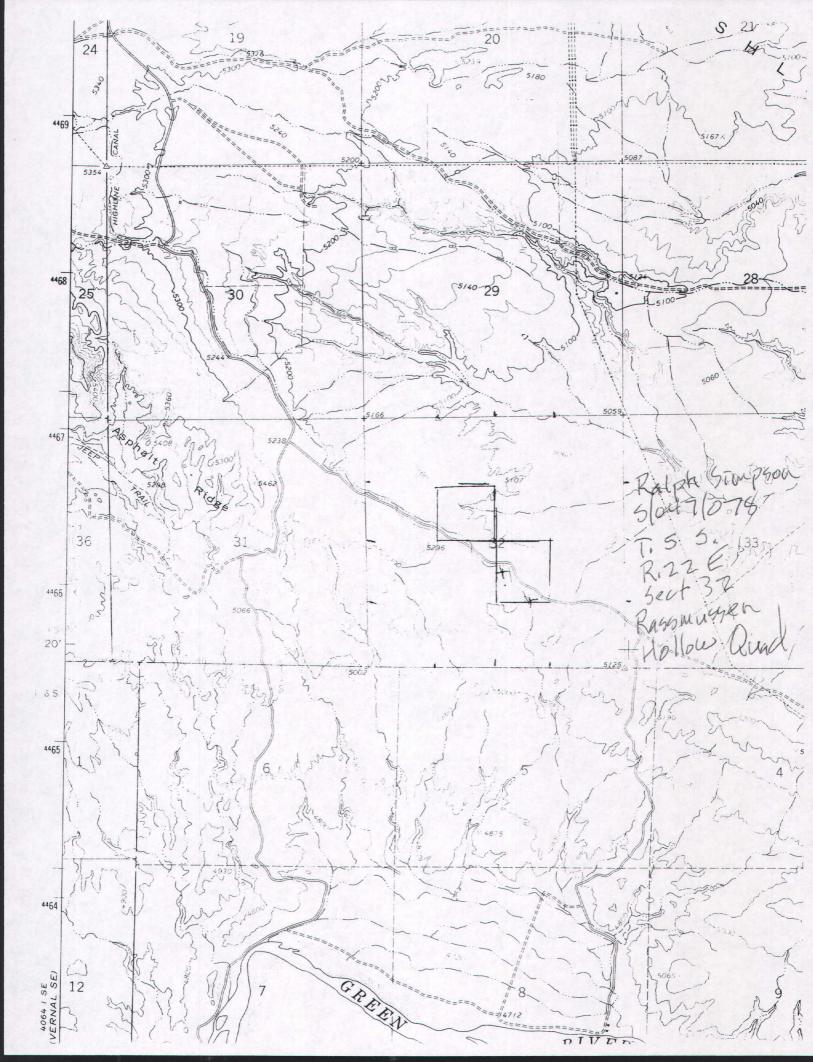
OPERATOR:	
RALPH SIMPSON Operator Name	
Operator Name	
By RACA SIMPSON Authorized Officer (Typed or Printed)	
Authorized Officer - Position	
Officer's Signature	Nov 24, 2003  Date
STATE OF With COUNTY OF Winter	) ) ss: )
On the 24 day of 20, 20 personally appeared before me, who being by	me duly sworn did say that he/she is the
ofofduly acknowledged that said instrument was si	Simpson and
authority of its bylaws or a resolution of its boa	gned on behalf of said company by rd of directors and said
company executed the same.	duly acknowledged to me that said
1	
LOVE Tan	NOTARY PUBLIC Kevin T. Van Tassell 3 West Main
Notary Public Residing at Verent W	Vernal, Utah 84078 Commission Expires November 15, 2004 STATE OF UTAH
41/15/03	
My Commission Expires:	

DIVISION OF OIL, GAS AND MINING: 12/18/03 Date STATE OF Utah COUNTY OF Salt Lake SS: On the 18 day of Occasion, 2003, Source & Brayton personally appeared before me, who being duly sworn did say that he, the said Lowell P Brafton is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he duly acknowledged to me that he executed the foregoing document by authority of law on behalf of the State of Utah. JOELLE BURNS NOTARY PUBLIC - STATE OF UTAH 1594 W. N. Temple, #1210 Salt Lake City, UT 84114 My Comm. Exp. 4-4-2005 Notary Public Residing at: & & C Let

My Commission Expires:

#### ATTACHMENT "A"

KALph Simpson	Homer and	BARTS
Operator	Mine Name	
5/047/078	UINTAH	County, Utah
Permit Number		
LEGAL DES		
Include 1/4, 1/4, 1/4 sections, townships, ranges and any of disturbed lands are located. Attach a topographic map of sor larger scale is preferred) showing township, range and so boundaries tied to this Reclamation Contract and surety.  The detailed legal description of lands to following lands not to exceed permit and surety, as reflected on the attached to the surety, as reflected on the attached to the surety.	sections and a clear outline of the acres under the appropriate the appropriate the appropriate the clear of the clear	feet; 1 inch = 200 feet disturbed area portions of the
T5S, RZZE, SC SECTION 32: SEYUNU		SEX



#### TRANSMISSION OK

JOB NO.

0117

DESTINATION ADDRESS

18882646188

SUBADDRESS

DESTINATION ID

ST. TIME

01/12 17:53

TX/RX TIME PGS.

01' 38 5

RESULT

OK



## State of Utah DEPARTMENT OF NATURAL RESOURCES Division of Oil, Gas & Mining

MICHABL R. STYLER Executive Director JOHN R. BAZA Division Director

#### **FACSIMILE COVER SHEET**

DATE:	1/12/20/0
NUMBER O	OF PAGES INCLUDING THIS COVER SHEET: 5
TO:	Zion's Bank
	Attn: Roh
FAX NUMB	ER: 888-264-6188
FROM:	Penny - DOGM
	Minerals Reclamation and Development Program
PHONE: FAX:	(801) 538-5291 (801) 359-3940
SUBJECT:	CD
REMARKS:	
	Please call when you receive
	information on this cb.
	801-538-5291
	Thank you

JOB NO. ST. TIME 0117

ST. TIME SHEETS

01/12 17:53

-

FILE NAME

TX INCOMPLETE TRANSACTION OK

OK 18882646188

ERROR

100020401



Lieutenant Governor

## State of Utah DEPARTMENT OF NATURAL RESOURCES Division of Oil, Gas & Mining

MICHABL R. STYLER Executive Director

JOHN R. BAZA Division Director

#### **FACSIMILE COVER SHEET**

DATE:	1/12/2010
NUMBER O	F PAGES INCLUDING THIS COVER SHEET: 5
TO:	Zion's Bank Attn: Roh
FAX NUMB	ER: 888-264-6188  Penny-Dogm
PROM:	
DUONE.	Minerals Reclamation and Development Program
PHONE: FAX:	(801) 538-5291 (801) 359-3940
SUBJECT:	<u>CD</u>
REMARKS:	Please call when you receive
	Please call when you receive information on this CD.
	801-538-5291
	Thank you

# 5-0020 9/02

### ZIONS BANK®

Zions Bank Representative Signature:

#### TIME DEPOSIT CONFIRMATION

Ownership:

RALPH SIMPSON FOR THE BENEFIT OF THE STATE OF & SCHOOL TRUSTS LANDS Account Number: 03/31/2004

JAYCEE D MCCARLEY UTAH DEPT OF OIL, GAS & MINE HOMER & BART'S MINE, S/047/078

Purchase Amount:	\$5,000.00	Term:	6		🔀 Months 🗆 Day
Interest Rate:	1.000%	Annual Percentage Yield:	%	Maturity Date:	09/30/2004
Interest Payment Freque	ency: At Maturity	Annually X Quarterly  Month	hly		
Interest Payment Metho	d: Add to Deposit	☐ Issue Check 🕱 Transfer to Acc	count Number -		
Non- Renewable If Che	cked:	1. 1.		Checking Checking	ng/MMDA

This confirmation is not negotiable. This confirmation is not transferrable except on the records of the Bank. The Certificate of Deposit is issued in accordance with Zions Bank's Deposit Agreement.



# State of Utah DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt Governor Robert L. Morgan Executive Director

Lowell P. Braxton Division Director 1594 West North Temple, Suite 1210 PO Box 145801 Salt Lake City, Utah 84114-5801 (801) 538-5340 telephone (801) 359-3940 fax (801) 538-7223 TTY www.nr.utah.gov

December 16, 2003

TO:

Lowell P. Braxton, Director

THRU:

Mary Ann Wright, Associate Director

THRU:

Wayne Hedberg, Permit Supervisor

FROM:

Paul Baker, Senior Reclamation Biologist

RE:

Request for Approval of Form and Amount of Reclamation Surety, Ralph

Simpson, Homer and Barts Mine, S/047/078, Uintah County, Utah

On November 25, 2003, the Division received a Notice of Intention to Commence Small Mining Operations for the referenced mine, together with a reclamation contract and a cashier's check for \$5,000.00. The operator is proposing a stone gathering operation near the Green River south of Vernal but does not intend to have more than one acre of disturbance at any time.

The Division sent a fax copy of the notice to the State Historic Preservation Office on December 1, 2003, and also sent them an electronic mail description of the site and request for comments on this same date. It has now been 15 days since the Division sent this information; we have had no response to date. Our memorandum of understanding with SHPO allows the Division to proceed with allowing the proposed activity if no reply is received within 10 days.

If you are in agreement with the acceptance of the reclamation surety please sign and date the reclamation contract. We will then issue final Division acceptance of the Homer and Barts Mine and forward copies of the executed documents to them for their records. Thank you for your consideration of this request.

PBB:jb

Enclosure: MR-RC & surety

Agree LP Brafte 12-18-03

